

Exhibit A

CAUSE NO. 24-DCV-312917

HORTENCIA JONES,

Plaintiff,

— against—

SYNCHRONY BANK, EXPERIAN
INFORMATION SOLUTIONS, INC. and
EQUIFAX INFORMATION SERVICES,
LLC,

Defendants.

IN THE DISTRICT COURT OF
Fort Bend County - 240th Judicial District CourtFORT BEND COUNTY,
TEXAS

JURY TRIAL DEMANDED

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, Hortencia Jones (hereinafter "Plaintiff"), by and through her attorneys, the Law Offices of Robert S. Gitneid & Associates, PLLC, by way of Complaint against Defendants, Synchrony Bank (hereinafter "Synchrony"), Experian Information Solutions, Inc. (hereinafter "Experian"), and Equifax Information Services, LLC (hereinafter "Equifax") (collectively "Defendants"), hereby alleges as follows:

INTRODUCTION

1. This is an action for damages brought by an individual consumer for Defendants' violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (hereinafter the "FCRA") and other claims related to unlawful credit reporting practices. The FCRA prohibits furnishers and consumer reporting agencies (hereinafter "CRA")

or “CRAs”) from falsely and inaccurately reporting consumers’ credit information.

2. Discovery is intended to be conducted under Level 2 of Tex. R. Civ. P. 190.

PARTIES

3. Plaintiff is an adult citizen of the State of Texas, domiciled in Stafford, Fort Bend County, Texas.
4. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c) of the FCRA.
5. Synchrony is a national financial services company and “furnisher” of consumer credit information as that term is used in 15 U.S.C. § 1681s-2 of the FCRA.
6. Synchrony is qualified to do business in the State of Texas and regularly conducts business in Fort Bend County, Texas.
7. Experian is a corporation that engages in the business of maintaining and reporting consumer credit information. Experian is a “consumer reporting agency” as defined in 15 U.S.C. § 1681a(f) of the FCRA.
8. Experian is qualified to do business in the State of Texas and regularly conducts business in Fort Bend County, Texas. Experian is one of the largest CRAs in the world.
9. Equifax is a limited liability company that engages in the business of maintaining and reporting consumer credit information. Equifax is a “consumer reporting agency” as defined in 15 U.S.C. § 1681a(f) of the FCRA.
10. Equifax is qualified to do business in the State of Texas and regularly conducts business in Fort Bend County, Texas. Equifax is one of the largest CRAs in the world.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this matter pursuant to Article V, Section 8 of the Texas Constitution and all other statutes or Texas Constitutional provisions that vest authority and jurisdiction in the district courts. This Court has jurisdiction over both the parties and the subject matter of this suit.
12. This Court has personal jurisdiction over the Defendants, which are qualified to do business in the State of Texas and/or have appointed a registered agent to accept service of process.
13. Additionally, the allegations which caused or contributed to the subject controversy occurred within the confines of Fort Bend County, Texas.
14. The damages sought herein are within the jurisdictional limits of this Court.
15. Pursuant to Tex. Civ. Prac. & Rem. §§ 15.001(a)(1) and 15.001(a)(2), venue is proper in this Court because, *inter alia*, the present action has been instituted in the county in which all or a substantial part of the events or omissions giving rise to the claims occurred.

FACTUAL ALLEGATIONS

16. Synchrony issued a credit account ending in 6968 to Plaintiff. The account was routinely reported on Plaintiff's consumer credit report.
17. The consumer credit report at issue is a written communication of information concerning Plaintiff's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and/or mode of living which is used for the purpose of serving as a factor in establishing the

consumer's eligibility for credit to be used primarily for personal, family, or household purposes as defined by 15 U.S.C. § 1681a(d)(1) of the FCRA.

18. On or about April 14, 2022, Plaintiff and Synchrony entered into a settlement agreement for the above-referenced account. A copy of the settlement agreement is attached hereto as Exhibit A.

19. Pursuant to the terms of the settlement, Plaintiff was required to make monthly payments totaling \$160.00 to settle and close her Synchrony account.

20. Plaintiff, via her debt settlement representative, timely made the requisite settlement payments.

21. However, over one year later, Plaintiff's Synchrony account continued to be negatively reported.

22. In particular, on a requested credit report dated November 28, 2023, Plaintiff's Synchrony account was reported with a status of "Charge Off," a balance of \$480.00, and an amount past due of \$480.00. The relevant portion of Plaintiff's November 2023 credit report is attached hereto as Exhibit B.

23. This tradeline was, and continues to be, inaccurately reported. As evidenced by the enclosed settlement documents and information, the account was settled for less than the full balance and must be reported as settled with a balance of \$0.00.

24. On or about December 8, 2023, Plaintiff, via counsel, notified Experian and Equifax directly of a dispute with completeness and/or accuracy of the reporting of Plaintiff's Synchrony account. A copy of Plaintiff's dispute letter is attached hereto as Exhibit C.

25. Therefore, Plaintiff disputed the accuracy of the derogatory and inaccurate information reported by Synchrony to Experian and Equifax via certified mail in accordance with 15 U.S.C. § 1681i of the FCRA.
26. In January 2024, Plaintiff requested an updated credit report for review. The tradeline for Plaintiff's Synchrony account remained inaccurate as Defendants failed to correct the inaccuracy. The relevant portion of Plaintiff's January 2024 credit report is attached hereto as Exhibit D.
27. Upon information and belief, Experian and/or Equifax did not notify Synchrony of the dispute by Plaintiff in accordance with the FCRA. Alternatively, Experian and/or Equifax did notify Synchrony of the dispute by Plaintiff, but Synchrony failed to properly investigate and delete the tradeline at issue or failed to properly update the tradeline on Plaintiff's credit report.
28. If Synchrony had performed a reasonable investigation of Plaintiff's dispute, Plaintiff's Synchrony account would have been updated to reflect a settled status with a balance of \$0.00.
29. Despite the fact that Synchrony has promised through its subscriber agreements and/or contracts to accurately update accounts, Synchrony has nonetheless willfully, maliciously, recklessly, wantonly, and/or negligently failed to follow this requirement, as well as the requirements set forth under the FCRA, which has resulted in the intended consequences of this information remaining on Plaintiff's credit report.
30. Defendants failed to properly maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit

information and Plaintiff's credit report, concerning the account in question, thus violating the FCRA. These violations occurred before, during, and after the dispute process began.

31. At all times pertinent hereto, Defendants were acting by and through their agents, servants and/or employees, who were acting within the scope and course of their employment, and under the direct supervision and control of the Defendants herein.

32. At all times pertinent hereto, the conduct of Defendants, as well as that of their agents, servants and/or employees, was malicious, intentional, willful, reckless, negligent and/or in wanton disregard for federal law and the rights of the Plaintiff herein.

CAUSE OF ACTION
FAIR CREDIT REPORTING ACT

33. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.

34. Experian and Equifax are each a "consumer reporting agency," as codified at 15 U.S.C. § 1681a(f).

35. Synchrony is an entity that, regularly and in the course of business, furnishes credit information to one or more CRAs about its transactions and/or experiences with any consumer and therefore constitutes a "furnisher," as codified at 15 U.S.C. § 1681s-2.

36. Synchrony is reporting inaccurate credit information concerning Plaintiff to one or more CRAs as defined by 15 U.S.C. § 1681a.

37. Plaintiff notified Defendants of a dispute on the subject account's completeness and/or accuracy, as reported.
38. Synchrony failed to complete an investigation of Plaintiff's written dispute and provide the results of an investigation to Plaintiff and the CRAs within the 30-day statutory period as required by 15 U.S.C. § 1681s-2(b).
39. Synchrony failed to promptly modify the inaccurate information on Plaintiff's credit report in violation of 15 U.S.C. § 1681s-2(b).
40. Experian and Equifax failed to delete information found to be inaccurate, reinserted the information without following the FCRA, or failed to properly investigate Plaintiff's dispute.
41. Experian and Equifax failed to maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit report, concerning the account in question, thus violating 15 U.S.C. § 1681e(b).
42. As a result of the above violations of the FCRA, Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and emotional distress caused by the inability to obtain financing for everyday expenses, rejection of credit card application, increased interest rates, and other damages that may be ascertained at a later date.
43. As a result of the above violations of the FCRA, Defendants are liable to Plaintiff for actual damages, punitive damages, statutory damages, attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendants as follows:

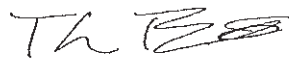
1. That judgment be entered against Defendants for actual damages pursuant to 15 U.S.C. § 1681n, or alternatively, 15 U.S.C. § 1681o;
2. That judgment be entered against Defendants for punitive damages pursuant to 15 U.S.C. § 1681n;
3. That the Court award costs and reasonable attorneys' fees pursuant to 15 U.S.C. § 1681n, or alternatively, 15 U.S.C. § 1681o; and
4. That the Court grant such other and further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Tex. R. Civ. P. 504.1, Plaintiff demands a trial by jury in this action of all issues so triable.

Dated: February 4, 2024

**LAW OFFICES OF ROBERT S. GITMEID &
ASSOCIATES, PLLC**



Thomas J. Bellinder, Esq. (24098794)
180 Maiden Lane, 27th Floor
New York, New York 10038
Tel: (212) 226-5081
Fax: (212) 208-2591
Email: Thomas.B@gitmeidlaw.com
Attorneys for Plaintiff Hortencia Jones

EXHIBIT A



Account Number Ending In: [REDACTED]

Dear HORTENCIA JONES,

We are contacting you regarding the Techron Advantage Credit Card account referenced above. The current balance on your Techron Advantage Credit Card account as of 4/11/2022, including any interest and fees, is \$640.01.

As discussed in our recent telephone conversation regarding your account, if we receive the payment(s) set forth below by the indicated date, we will consider this account settled for less than the full balance. We will forgive the difference between the payment set forth below and the current balance on your account.

Payment Amount	Due Date
\$26.67	4/29/2022
\$26.67	5/29/2022
\$26.67	6/29/2022
\$26.67	7/29/2022
\$26.67	8/29/2022
\$26.65	9/29/2022

If we fail to receive the above payment by the indicated date, the account will not be settled pursuant to this arrangement. If you have any questions, please call the phone number listed below. If you have already paid the agreed upon settlement or paid through an alternate payment method, disregard payment instructions.

Sincerely,

Synchrony
844 830 2216

Working hours: Weekdays 8 AM – 5 PM ET.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

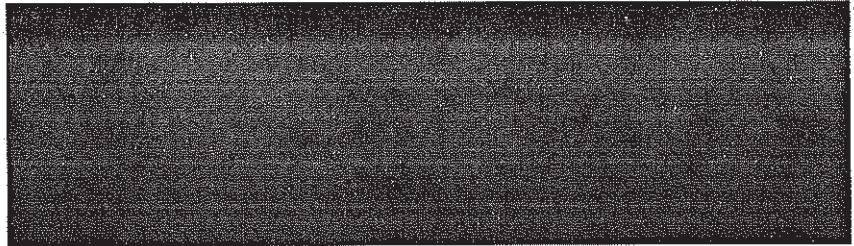
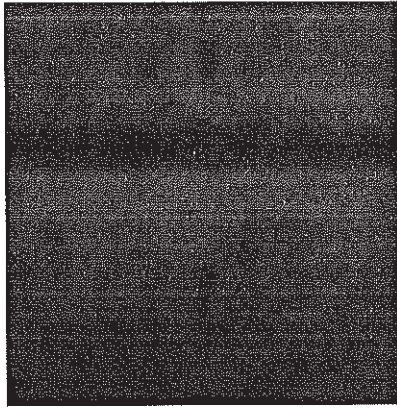
Account is owned by Synchrony.

EXHIBIT B

Credit report

Provided by **EQUIFAX**

Report date: Nov 28, 2023



Personal info

Reported names

Hortencia Jones

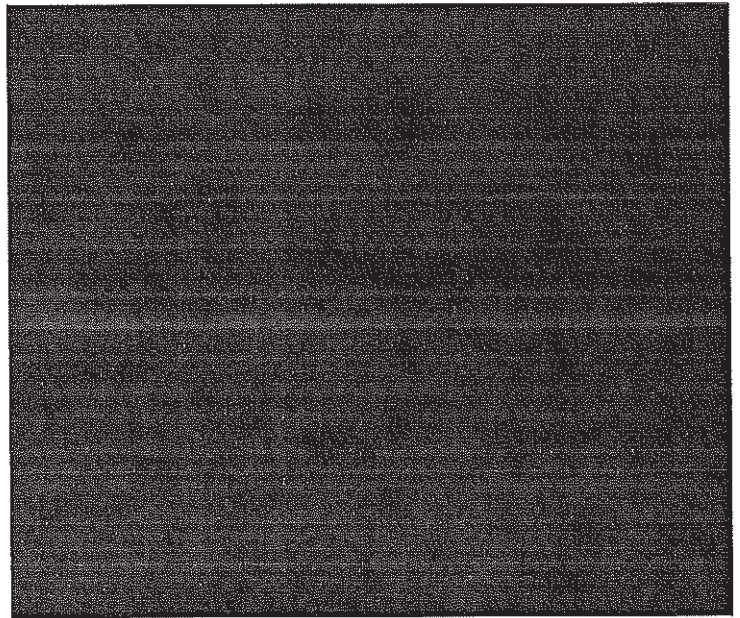
Addresses

Date reported

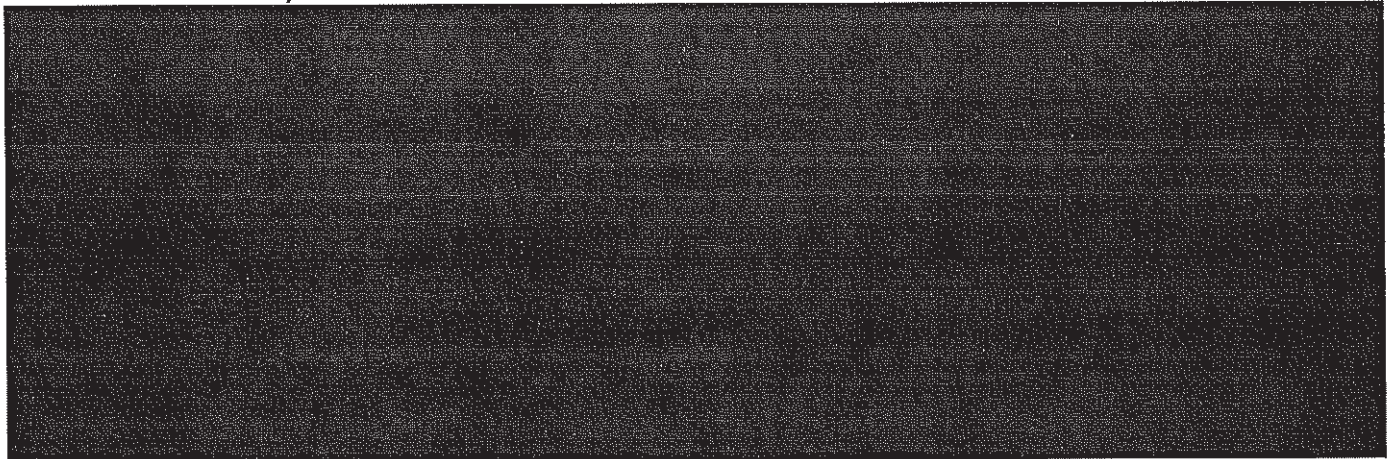
DOB

SSN

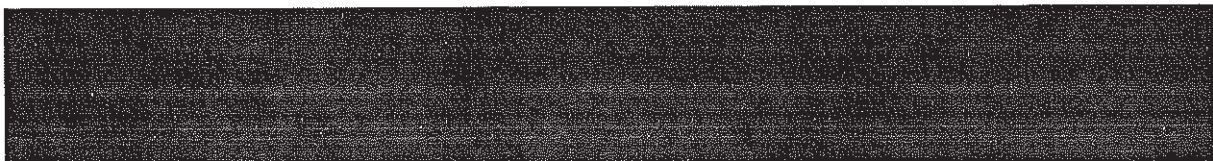
Employment info



Account summary



Accounts



Credit Cards

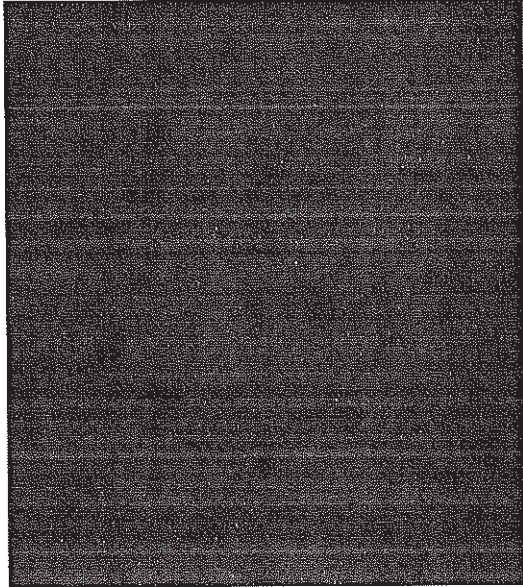
SYNCO/CHEVRON PLCC
Reported Nov 26, 2023

\$480.00
Closed

Overview

You're currently using 120% of your account's limit.

Balance: \$480.00 Credit limit: \$400.00



Monthly Payment Amount	\$0.00
Current Payment Status	Collection/Charge-off
Amount Past Due	\$480.00

Account details

Account Number

[REDACTED]

Account Status

Charge Off

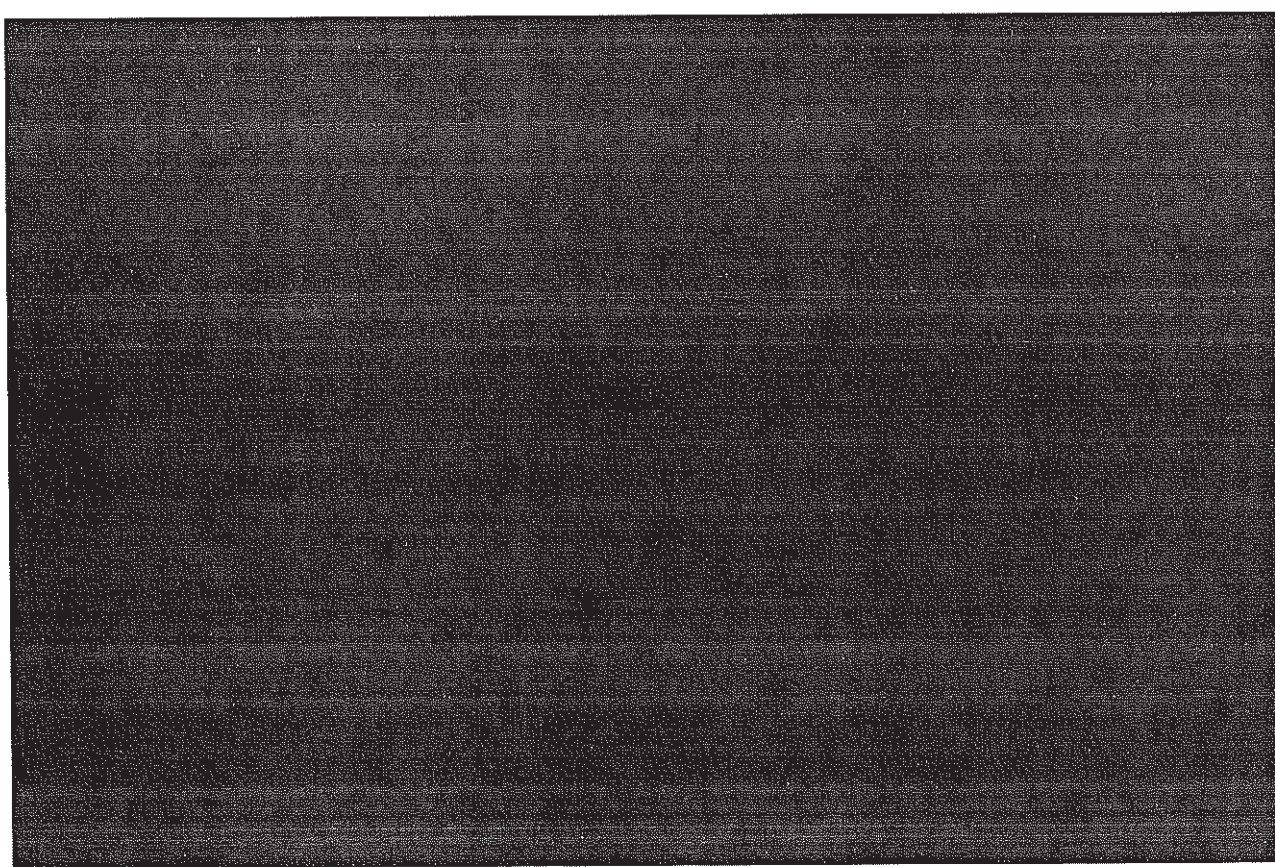
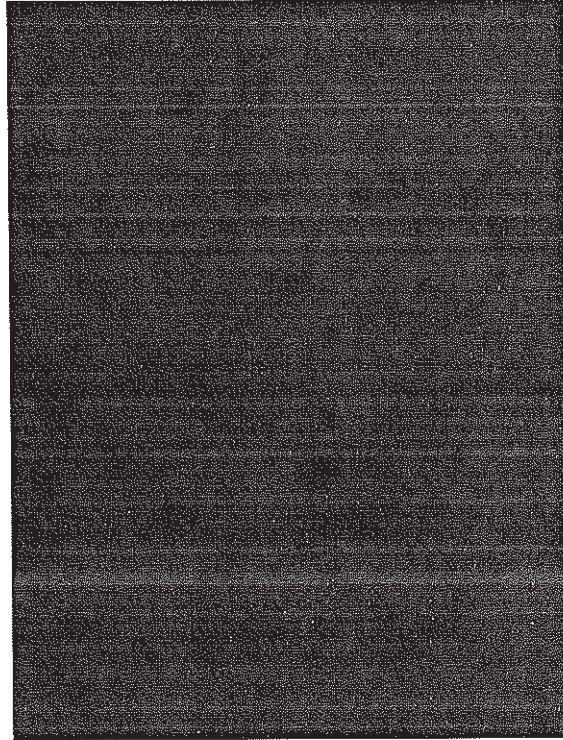


EXHIBIT C



LAW OFFICES OF
ROBERT S. GITMEID & ASSOC., PLLC

December 8, 2023

VIA CERTIFIED MAIL

Transunion Consumer Solutions
P.O. Box 2000
Chester, PA 19016

Equifax Information Services, LLC
P.O. Box 740256
Atlanta, GA 30374-0256

Experian
P.O. Box 4500
Allen, TX 75013

Re: Hortencia Jones
Creditor: Synchrony Bank d/b/a Chevron PLCC
Account No.: Ending in [REDACTED]

Dear Sir and/or Madam,

Please be advised that the office was retained to represent Hortencia Jones with respect to her claims for violations under the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (the "FCRA") and other claims related to unlawful credit reporting practices.

On or about April 14, 2022, Ms. Jones, and Synchrony Bank d/b/a Chevron PLCC ("Chevron") entered into a settlement agreement for the above referenced account. A copy of the settlement agreement is attached herein for your review. Pursuant to the terms of the settlement, Ms. Jones was required to make monthly payments totaling \$160.00 to settle and close her Chevron account. Ms. Jones, via her debt settlement representative, timely made the requisite settlement payments.

However, over a year later, Ms. Jones's account continues to be negatively reported. In particular, on a requested credit report dated November 28, 2023, Ms. Jones's account was reported with a status of "Charge Off", a balance of \$480.00, and a past due balance of \$480.00. The relevant portion of Ms. Jones's credit report is attached herein for your review. The trade line was inaccurately reported. As evidenced by the enclosed documents, the account was settled in full and has a balance of \$0.00.

Please take notice that this dispute is made pursuant to 15 U.S.C. § 1681i under the FCRA. Therefore, if this inaccuracy is not corrected within thirty (30) days, we will pursue further legal process on behalf of our client.

Thank you for your prompt attention to the important matter.

Very truly yours,

Allayah Chirinos
Paralegal
Law Offices of Robert S. Gitmeid
& Associates, PLLC.
Allayah.c@gitmeidlaw.com
(866) 249 1137

 synchronyAccount Number Ending In 

Dear HORTENCIA JONES,

We are contacting you regarding the Techron Advantage Credit Card account referenced above. The current balance on your Techron Advantage Credit Card account as of 4/11/2022, including any interest and fees, is \$640.01.

As discussed in our recent telephone conversation regarding your account, if we receive the payment(s) set forth below by the indicated date, we will consider this account settled for less than the full balance. We will forgive the difference between the payment set forth below and the current balance on your account.

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\$26.65	9/29/2022

If we fail to receive the above payment by the indicated date, the account will not be settled pursuant to this arrangement. If you have any questions, please call the phone number listed below. If you have already paid the agreed upon settlement or paid through an alternate payment method, disregard payment instructions.

Sincerely,

Synchrony

844 830 2216

Working hours: Weekdays 8 AM – 5 PM ET.

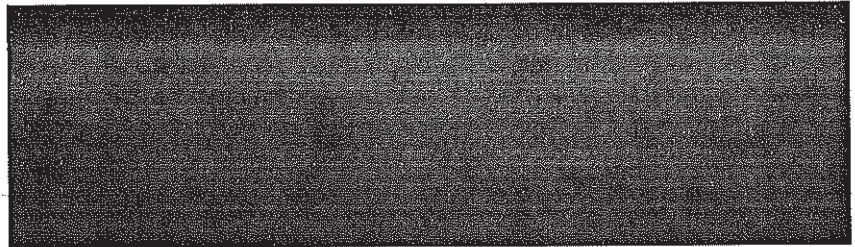
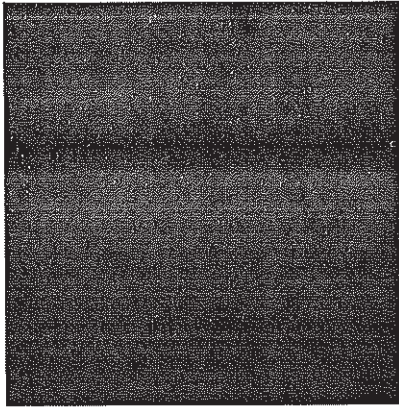
This is an attempt to collect a debt and any information obtained will be used for that purpose.

Account is owned by Synchrony.

Credit report

Provided by **Equifax**

Report date: Nov 28, 2023



Personal Info

Reported names

Hortencia Jones

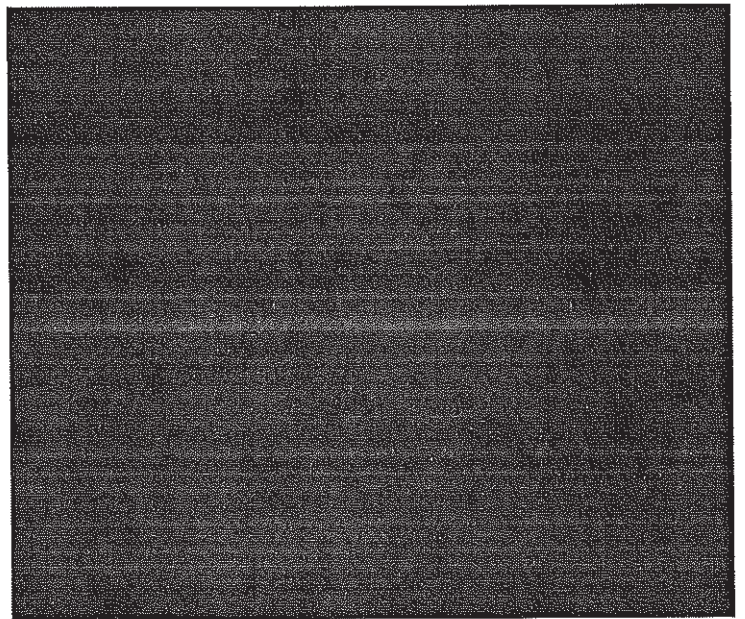
Addresses

Date reported

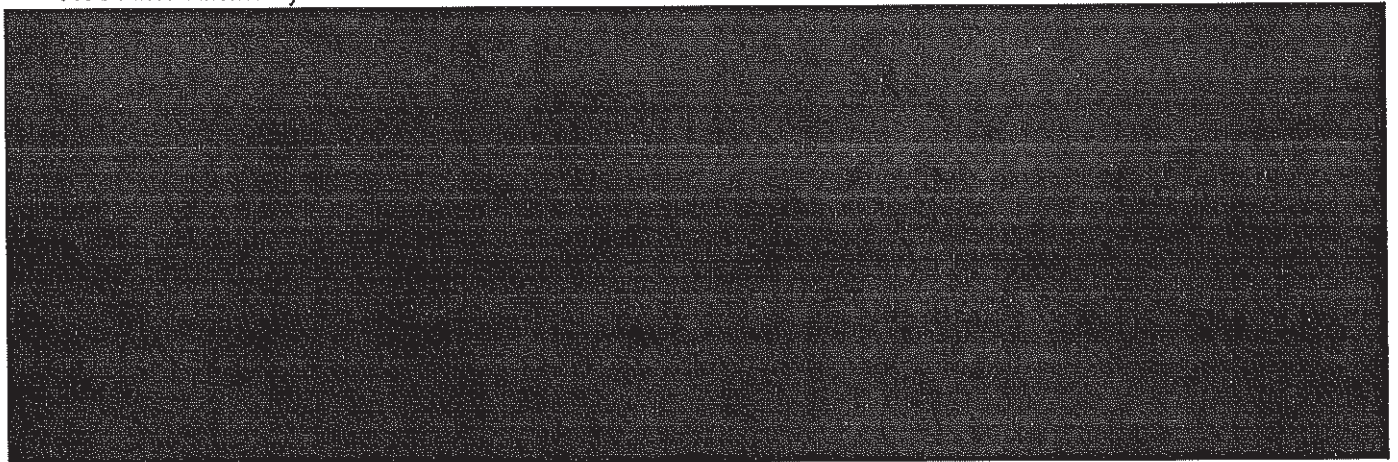
DOB

SSN

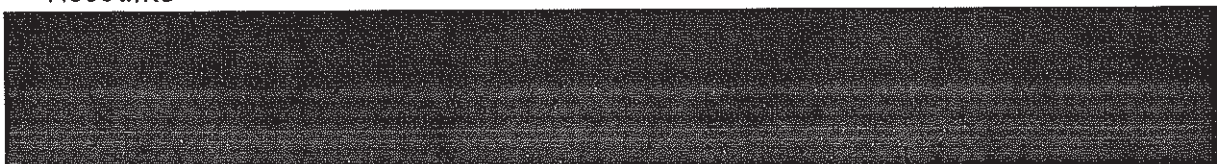
Employment info



Account summary



Accounts



Credit Cards

SYNCO/CHEVRON PLCC
Reported Nov 26, 2023

\$480.00
Closed

(0)

Overview

You're currently using 120% of your account's limit.

Balance: \$480.00

Credit limit: \$400.00

Account details

Account Number

Account Status

Charge Off

Monthly Payment Amount

\$0.00

Current Payment Status

Collection/Charge-off

Amount Past Due

\$480.00

EXHIBIT D

Credit report

TransUnion

Equifax

Experian

All bureaus

Bureau

TransUnion

EQUIFAX

experian

VantageScore 3.0

Report date

Jan 18, 2024

Jan 18, 2024

Jan 18, 2024

Personal info

Reported names

Hortencia Jones

Hortencia Jones

Hortencia Jones

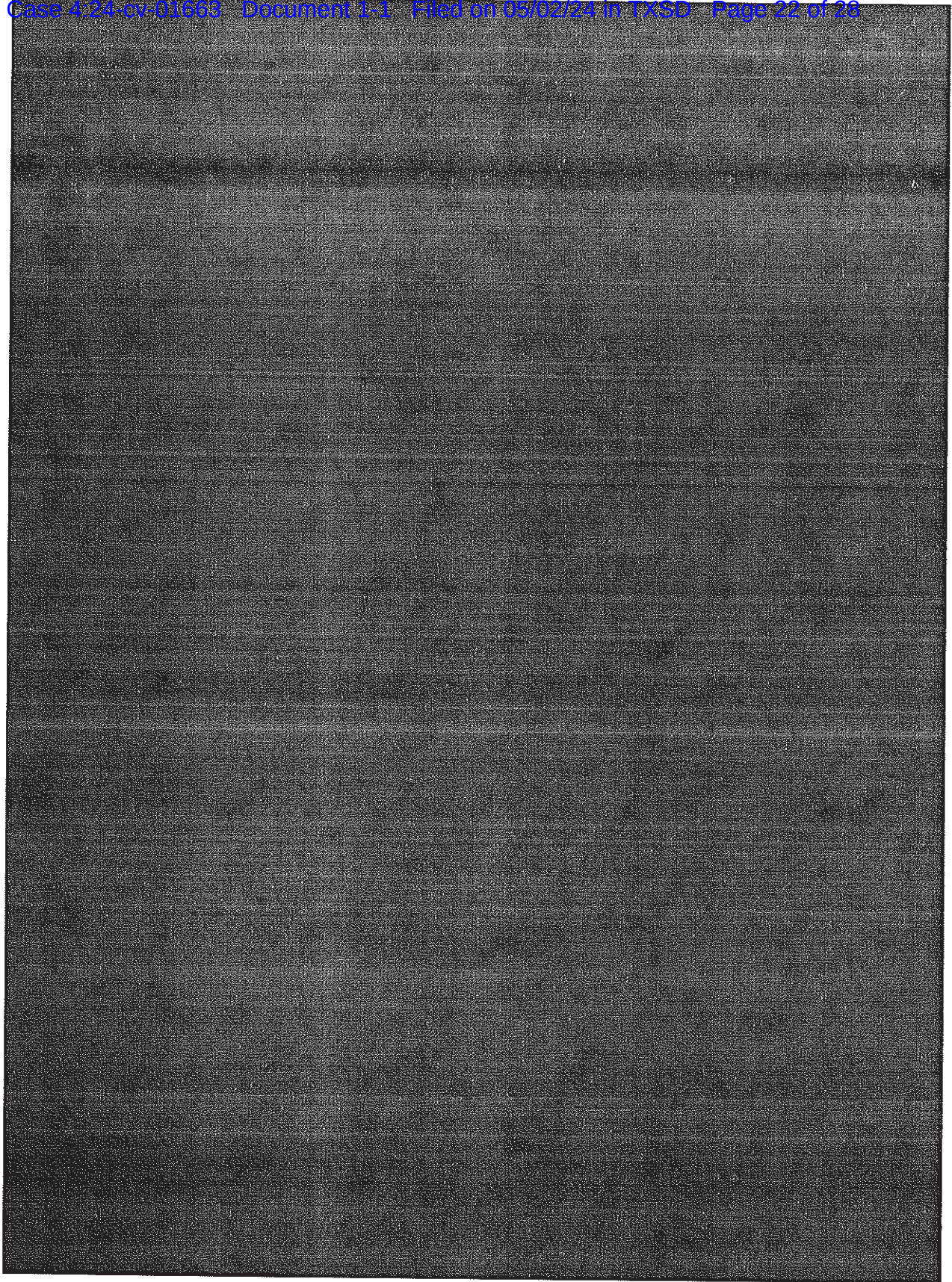
DOB

SSN

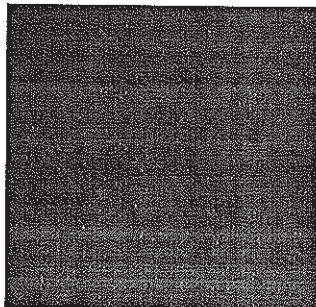
Employment info

Addresses

Account summary



SYNCR/CHEVRON
PLCC



Dec 31, 2023

\$480.00
Closed

Overview

You're currently using 120% of your account's limit.

Balance:
\$480.00

Credit limit:
\$400.00

Account details

Dec 31, 2023

\$480.00
Closed

Overview

You're currently using 120% of your account's limit.

Balance:
\$480.00

Credit limit:
\$400.00

Account details

Payment history

Payment history

Abstract

EXHIBIT B

**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK**

**THE STATE OF TEXAS
NONRESIDENT
CITATION**

**TO: SYNCHRONY BANK
777 LONG RIDGE ROAD
STAMFORD CT 06902**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION** filed on **February 05, 2024**, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

The case is presently pending before the **240TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas. It bears cause number **24-DCV-312917** and is styled:

**HORTENCIA JONES -AGAINST- SYNCHRONY BANK, EXPERIAN INFORMATION SOLUTIONS, INC., AND
EQUIFAX INFORMATION SERVICES, LLC**

The name and address of the attorney for **PLAINTIFF(S)** is:

**THOMAS J. BELLINDER
LAW OFFICES OF ROBERT S GITMEID & ASSOCIATES PLLC
180 MAIDEN LANE 27TH FLOOR
NEW YORK NY 10038
212-226-5081**

The nature of the demands of said **PLAINTIFF(S)** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, **on this the 8th day of February, 2024.**

**BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXAS**

Physical Address:

1422 Eugene Heimann Circle, Room 31004
Richmond, Texas 77469

Mailing Address:

301 Jackson Street, Room 101
Richmond, Texas 77469

By: _____

Ashley Alaniz

Deputy District Clerk ASHLEY ALANIZ
Telephone: (281) 633-7613



A True Copy Attest
[Signature]
Process Server

24-DCV-312917

240th Judicial District Court

Hortencia Jones -against- Synchrony Bank, Experian Information Solutions, Inc., and Equifax Information Services, LLC

OFFICER'S OR AUTHORIZED PERSON'S RETURN

Came to hand on the _____ day of _____, 20__, at _____ o'clock ____M. Executed at _____, within the County of _____, at _____ o'clock ____M. on the _____ day of _____, 20__, by delivering to the within named _____, in person, a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

Total fee for serving ____ citation at \$80.00 each \$_____

Name of Officer or Authorized Person

County, Texas

By: _____
Signature of Deputy or Authorized Person

*State day and hour and place of serving each person.

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is _____,
(First, Middle, Last)

my date of birth is _____, and my address is _____
(Street, City, Zip)

_____."

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____, on the _____

day of _____.

Declarant / Authorized Process Server

(Id # & expiration of certification)

ORIGINAL

Citation issued to Synchrony Bank on 2/8/2024.

**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK**

**THE STATE OF TEXAS
NONRESIDENT
CITATION**

**TO: SYNCHRONY BANK
777 LONG RIDGE ROAD
STAMFORD CT 06902**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION** filed on **February 05, 2024**, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

The case is presently pending before the **240TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas. It bears cause number **24-DCV-312917** and is styled:

**HORTENCIA JONES -AGAINST- SYNCHRONY BANK, EXPERIAN INFORMATION SOLUTIONS, INC., AND
EQUIFAX INFORMATION SERVICES, LLC**

The name and address of the attorney for **PLAINTIFF(S)** is:

**THOMAS J. BELLINDER
LAW OFFICES OF ROBERT S GITMEID & ASSOCIATES PLLC
180 MAIDEN LANE 27TH FLOOR
NEW YORK NY 10038
212-226-5081**

The nature of the demands of said **PLAINTIFF(S)** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, on this the 8th day of February, 2024.

**BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXAS**

Physical Address:

1422 Eugene Heimann Circle, Room 31004
Richmond, Texas 77469

Mailing Address:

301 Jackson Street, Room 101
Richmond, Texas 77469

By: _____

Ashley Alaniz
Deputy District Clerk ASHLEY ALANIZ
Telephone: (281) 633-7613



SERVICE

24-DCV-312917

240th Judicial District Court

Hortencia Jones -against- Synchrony Bank, Experian Information Solutions, Inc., and Equifax Information Services, LLC

OFFICER'S OR AUTHORIZED PERSON'S RETURN

Came to hand on the _____ day of _____, 20__, at _____ o'clock ____ M. Executed at _____, within the County of _____, at _____ o'clock ____ M. on the _____ day of _____, 20__, by delivering to the within named _____, in person, a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

Total fee for serving ____ citation at \$80.00 each \$ _____

Name of Officer or Authorized Person

County, Texas

By: _____

Signature of Deputy or Authorized Person

*State day and hour and place of serving each person.

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is _____,
(First, Middle, Last)

my date of birth is _____, and my address is _____,
(Street, City, Zip)

_____,

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____, on the _____ day of _____.

Declarant / Authorized Process Server

(Id # & expiration of certification)

SERVICE

Citation issued to Synchrony Bank on 2/8/2024.